

APPENDIX D

The following pages present a copy of the Memorandum of Agreement between the Army, the Advisory Council on Historic Preservation, and the Indiana State Historic Preservation Officer.

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MEMORANDUM OF AGREEMENT

BETWEEN THE DEPARTMENT OF THE ARMY, THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, AND THE INDIANA STATE HISTORIC PRESERVATION OFFICER CONCERNING CLOSURE OF THE JEFFERSON PROVING GROUND, INDIANA

WHEREAS the United States Department of the Army (Army) has determined that the closure of the Jefferson Proving Ground, Indiana (JPG) may have adverse effects on properties that are eligible for inclusion in the National Register of Historic Places, and has consulted with the Indiana State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) in accordance with Section 106 of the National Historic Preservation Act, 16 U.S.C. 470 et. seq. (the Act), its implementing regulations 36 CFR Part 800), and the Programmatic Agreement (PA) among the Army, the Council, and the National Conference of State Historic Preservation Officers, executed 05 February 1990; and

WHEREAS pursuant to Stipulation VI.E of the PA, the consulting parties have agreed that because the precise nature and schedule of activities associated with the closure, environmental restoration, and disposal of JPG are uncertain, and because such activities are likely to affect properties whose treatment or management will require the application of routine procedures, it is appropriate for the Army in this memorandum of agreement to set forth processes for the identification, evaluation, treatment and management of historic properties in lieu of identifying such properties and establishing specific treatment or management plans for them prior to closure; .

NOW, THEREFORE, it is mutually agreed that the following stipulations will be adhered to in order to take into account the effect of the Project on historic properties in accordance with the Act.

Stipulations

The Army will ensure that the following stipulations are implemented:

1. Cultural Resource Management Plan

A. The Army will prepare a Cultural Resource Management Plan (CRMP) for JPG in consultation with the SHPO, and Council, and in accordance with the standards outlined in Attachment A. The Army will ensure that the CRMP is complete in draft form by September 30, 1994 at the latest, and that subject to resolution of disagreements or questions in accordance with Stipulation 1.13, the CRMP is finalized and implemented by September 30, 1995.

B. When the CRMP is complete in draft form, the Army will provide copies of the draft to the SHPO and the Council for a review over a 30-day period. Acceptance of the CRMP draft will be in writing at the end of the 30-day period; or assumed, in the case that comments are not made. Disagreements or questions about the draft CRMP will be resolved through consultation among the parties.

C. Upon acceptance of the CRMP by the SHPO and the Council, the Army will finalize and implement it in lieu of compliance with 36 CFR 800.4 through 800.6 and 36 CFR 800.11.

D. The Army will prepare a report every two years on its implementation of the CRMP, and provide this report to the SHPO for review, comment, and consultation as needed.

E. The Army will ensure that the CRMP is re-evaluated and updated as needed on a five-year implementation cycle, in consultation with the SHPO. If the CRMP requires significant revision, the Army will initiate consultation with the Council in accordance with 36 CFR 800 to make such revisions and to amend or replace this agreement.

II. Interim Protection of Historic Properties

A. The Army will ensure that the structures listed in Attachment B, are secured, stabilized, protected, and maintained in accordance with Army Technical Manual 5-801-2.

B. The JPG timber management program activities of timber harvesting and thinning are undertakings that necessitate inventory and assessment for archeological resources. The Army will ensure that such inventory and assessment is conducted in consultation with the SHPO. Further, the Army will monitor the effectiveness of its surveys by inspecting the areas of potential effect immediately after harvesting to:

1. Gather any additional information about the presence, extent, and nature of sites that may be discovered as a result of harvesting operations.

2. Assess the effect of harvesting upon archeological sites.

3. Assess the effectiveness of the conditions specified in this Agreement in minimizing damage to archeological sites and make recommendations about additional conditions, if any, that may be appropriate.

C. Until the CRMP has been accepted by the SHPO and the Council, the Army will comply with 36 CFR 800 with respect to any undertaking it proposes to carry out at JPG, except as provided in the paragraphs below.

1. Continuing operations of the installation whose effects will occur entirely within heavily contaminated/low resource sensitivity areas as shown in Attachment shall not be subjected to archeological survey because of their prior disturbance, a need to avoid undue danger of injury to survey personnel by contact with unexploded ordnance or other hazard, and/or low potential for containing historic properties.

2. The JPG timber management program will continue following closure. Any activities of this program such as timber marking and use and maintenance of existing fire lanes, which have little potential to further disturb or damage archeological sites, are exempted from further coordination. If historic properties or potential historic properties are discovered during archeological survey prior to timber harvests, and these places are marked in consultation with the SHPO and avoided during harvesting, then there shall be no effect on historic properties. However, if avoidance of historic properties or potential historic properties is not possible, the timber management action shall be subject to further coordination pursuant to 36 CFR 800.

3. JPG may continue its agricultural outleasing program following closure. If so, grazing leases or agricultural leases that will result in no disturbance of the ground surface, or foundations above the ground surface, shall be exempted from further coordination requirements. Any leases that could result in construction of new facilities, any tillage of previously unplowed ground, and/or other actions that have the potential

to disturb historic properties, shall be undertakings subject to coordination pursuant to 36 CFR 800.

4. Programs and activities under the JPG Natural Resource Management Program shall be exempted from coordination requirements unless these programs and activities should require construction of new facilities, disturbance of previously undisturbed surfaces, or any tillage of previously unplowed ground. Any undertakings that involve construction or disturbance of previously undisturbed surfaces shall be subject to coordination pursuant to 36 CFR 800.

5. Only non-temporary buildings and structures built 1946 or earlier shall be subject to coordination under the Act when they will be affected by a planned demolition project, or significant alteration of their character due to maintenance or renovation activities.

D. Security. The Army will ensure that the provisions of the Archeological Resources Protection Act of 1979 are vigorously enforced at JPG for as long as the property remains under Army jurisdiction.

III. Disposal of Jefferson Proving Ground

A. Transfer to Other Federal Agencies

1. Notwithstanding any other provision of this memorandum of agreement, it is understood that should the Army transfer any portion of JPG to another Federal agency for conservation purposes, such as for use as a wildlife refuge or park, the Army need not identify, evaluate, or plan for the management of historic properties within such portion of JPG, except to the extent required to address effects of environmental hazard remediation, but will provide to the receiving agency all available information on known historic properties and areas where historic properties are likely to occur, so that the receiving agency can use such information in its own compliance with the Act.

2. Notwithstanding any other provision of this memorandum of agreement, it is understood that should the Army transfer any portion of JPG to another Federal agency for other than conservation purposes, the parties to this memorandum of agreement and the receiving agency will consult to determine what actions, if any, may be necessary to preserve historic properties subject to effect by such transfer, and will amend this memorandum of agreement or take other actions in accordance with 36 CFR 800 to the extent needed to specify how such actions, if any, will be implemented.

B. Transfer to Non-Federal Agencies

1. Archeological Properties

a. If the Army proposes to transfer to a non-federal entity any property that has been determined eligible for inclusion in the Register, the Army will ensure that potential interested parties are identified in consultation with the SHPO and Council and invited to participate in planning, and that either:

i. Such property is identified in the transfer documents and made the subject of the preservation condition set forth in Attachment D, which will be included in the transfer instrument pertaining to the real property containing the property and recorded in the real estate records of Jefferson, Jennings, or Ripley Counties, State of Indiana for the transfer of such real property; or,

ii. Such property is subjected to archeological data recovery prior to transfer. The data recovery shall meet the standards set forth in Attachment E.

b. If the Army proposes to transfer to a non-federal entity any identified historic or prehistoric archeological site that has not yet been evaluated in accordance with Stipulation III.A, the Army will ensure that it is so evaluated. If the property is eligible for inclusion in the Register, the Army will comply with Stipulation III.B.1.a. with respect to such property. If the property is not eligible, the Army may transfer such property without preservation conditions or data recovery.

c. If the Army proposes to transfer to a non-federal entity any real property identified in Attachment C as lands where historic or prehistoric sites are likely to occur, and as lands where there is low contamination and little disturbance, the Army will ensure that such lands are identified in the transfer documents and made the subject of the preservation condition set forth in Attachment F. Should the proposed recipient of such lands be unwilling to accept such condition, the Army will conduct surveys in consultation with the SHPO, and in accordance with applicable National Park Service, Council, and SHPO guidelines to identify and evaluate specific archeological sites. If any such sites are identified, the Army will comply with stipulations III.B.1.a. or III.B.1.b. as applicable before proceeding with the transfer.

2. Historic Standing Structures

a. If the Army proposes to transfer to a non-federal entity any of the historic standing buildings or structures listed in Attachment B, or any other standing structure determined eligible for inclusion in the National Register, the Army will ensure that the instrument transferring the property incorporates the covenant attached hereto as Attachment G, and that covenant shall be recorded in the real estate records of Jefferson, Jennings or Ripley Counties, State of Indiana.

b. If there is no acceptable offer that will conform to the rehabilitation and maintenance requirements of the Standards, the Army, with the approval of the SHPO, may modify the covenant to reduce the requirements, or may transfer the property without a preservation covenant.

c. Prior to the transfer of such a property, the Army shall ensure that it is recorded in accordance with a recordation plan that is consistent with the Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation (48 FR 44730-34) and approved by the SHPO. The recordation plan shall be provided to the SHPO for a 30 day comment period. Acceptance of the plan will be in writing at the end of the 30-day period; or assumed, in the case that comments are not made. Disagreements or questions about the plan will be resolved through consultation among the parties.

d. If the Army proposes to transfer to a non-federal entity any identified structure or building that has not yet been evaluated, the Army will ensure that it is so evaluated. If the structure or building is eligible for inclusion in the Register, the Army will comply with Stipulation III.B.2.a, b, and c.

IV. Remediation of Health, Safety, and Environmental Hazards.

A. In pursuing the on-going Remedial Investigation/Feasibility Study RI/FS of environmental hazards at the JPG, the Army will ensure, upon execution of this agreement, that personnel conducting the RI/FS:

1. Are familiarized with the need to exercise care when working in the areas identified as archeologically sensitive and as not heavily disturbed and/or contaminated on Attachment C.;

2. Consult a professional archeologist when planning work in such areas, have access to the advice of a professional archeologist in the event of an archeological discovery, and obtain archeological review of the results of work in such areas;

-- 3. Have access to personnel trained in archeological field work when working in such areas;

4. Include in the report of the RI/FS:

a. Descriptions of any potential conflicts between remediation and preservation of historic properties;

b. Where feasible, recommendations about how to resolve such conflicts; and,

c. Identification of any situations in which, because of risks to human health, safety, or the environment, remediation must proceed without taking steps to preserve historic properties subject to effect.

B. The Army shall provide the draft final RI/FS to the SHPO and the Council for review concurrently with its submittal to the U.S. Environmental Protection Agency (EPA) and the State of Indiana pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA) for a 30-day review. Objection to the RI/FS by parties to this agreement will be resolved as specified in Stipulation IX.A. The parties to this agreement understand that pursuant to CERCLA, final decisions with respect to remediation actions are made by EPA or the State.

C. The Army will ensure that 36 CFR 800 is complied with before remediation measures are implemented, except that the Army need not comply with 36 CFR 800 where the report of the RI/FS has recommended, pursuant to Stipulation IV.A.5.c., that remediation proceed without preserving historic properties and neither the SHPO nor the Council has objected to this recommendation, or where the SHPO or Council has objected but such objection has been resolved through consultation among the parties to this agreement, or implementation of Stipulation IX.

V. Reporting. The Army shall ensure that reports on all activities carried out pursuant to this agreement are provided to the SHPO, and, upon request, to other interested parties.

VI. Work and Personnel Qualification Standards.

A. Any work conducted under this agreement will be pursued in accordance with the applicable Secretary of the Interior, SHPO, or Council standards and guidelines.

B. The Army shall ensure that all archeological surveys, data recovery work, and CRMP preparation conducted pursuant to this agreement are carried out by or under the direct supervision of a person or persons meeting at a minimum the pertinent qualifications set forth at Appendix C to Army Regulation 420-40.

VII. Amendments.

A. The parties to this agreement may amend the terms of this agreement, and the provisions of any attachment hereto, by completing and signing the form provided as Attachment H.

B. Upon execution of the amendment, each party will attach a copy of the fully executed form to that party's copy of this agreement, and will enter the amendment number and date on the upper right-hand corner of the first page of this agreement.

VIII. Scheduled Consultation. Twelve months after this agreement is executed and annually thereafter until the CRMP has been finalized and its implementation has been initiated in accordance with the terms of this agreement (or until JPG has been transferred in accordance with the terms of this agreement), the parties to this agreement will consult to review implementation of its terms and determine whether revisions are needed. If revisions are needed, the parties to this agreement will consult in accordance with 36 CFR 800 to make such revisions.

IX. Dispute Resolution.

A. Except as provided below, the Army will present parties to this agreement plans and other documents for a 30-day review. Failure of those parties to provide comment within the 30-day period will indicate acceptance and approval of the information provided. Should any party to this agreement object within 30 days to any plans or other documents provided by the Army or others for review pursuant to this agreement or to any actions proposed or initiated by the Army that may pertain to the terms of this agreement, the Army shall consult with the objecting party to resolve the objection. If the Army determines that the objection cannot be resolved, the Army shall forward all documentation relevant to the dispute to the Council. Within 30 days after receipt of all pertinent documentation, the Council will either:

1. Provide the Army with recommendations, which the Army will take into account in reaching a final decision regarding the dispute; or

2. Notify the Army that it will comment pursuant to 36 CFR 800.6(b), and proceed to comment within 60 days. Any Council comment provided in response to such a request will be taken into account by the Army in accordance with 36 CFR 800.6(c)(2) with reference to the subject of the dispute.

B. Any recommendation or-comment provided by the Council pursuant to Stipulation IX.A will be understood to pertain only to the subject of the dispute; the Army's responsibility to carry out all actions under this agreement that are not the subjects of the dispute will remain unchanged.

C. At any time during implementation of the measures stipulated in this agreement, should an objection to any such measure or its manner of implementation be raised by a member of the public, the Army shall take the objection into account and consult as needed with the objecting party, the SHPO, or the Council to resolve the objection.

Execution and implementation of this Memorandum of Agreement evidences that the Army has afforded the Council a reasonable opportunity to comment on the closure and transfer of JPG, and that the Army has taken into account the effects of the undertaking on historic properties.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: Robert D. Bush Date: 8/31/92
Executive Director

DEPARTMENT OF THE ARMY

By: Ronald J. Benick Date: 3 SEP 91
RONALD J. BENICK
Colonel, OD
Commander
Jefferson Proving Ground

By: Ronald V. Hite Date: 1 NOV 91
RONALD V. HITE
Brigadier General, USA
Commander
U.S. Army Test and Evaluation Command

By: William B. McGrath Date: 10-12-91
WILLIAM B. McGRATH
Major General, USA
Chief of Staff
U.S. Army Materiel Command

By: Paul W. Johnson Date: 17 JULY 1992
PAUL W. JOHNSON
Deputy Assistant Secretary of the Army
for Installations and Housing

INDIANA STATE HISTORIC PRESERVATION OFFICER

By: Patrick R. Ralston Date: 10-4-91
PATRICK R. RALSTON
State Historic Preservation Officer

ATTACHMENT A
CULTURAL RESOURCE MANAGEMENT PLAN STANDARDS

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The Cultural Resource Management Plan (CRMP) for JPG shall be prepared in accordance with the following standards.

A. The CRMP will be prepared by or under the supervision of an individual who meets, or individuals who meet, at a minimum, the professional qualifications standards for archeology in the Secretary of the Interiors Professional Qualifications Standards (48 FR 44738-9).

B. The CRMP will be prepared with reference to:

1. The Secretary of the Interior's Standards and Guidelines for Preservation PI Planning (48 FR 44716-20);

2. the Section 110 Guidelines (53 FR 4727-46; Advisory Council on Historic Preservation and National Park Service 1989);

3. Army Regulation 420-40;

4. Indiana State Historic Preservation Plan.

C. The CRMP will be prepared in consultation with the Indiana SHPO and Council.

D. The CRMP will address the full range of historic properties that may exist at JPG, including but not limited to buildings and structures, archeological sites, and traditional cultural properties.

E. The CRMP will incorporate data produced by the survey work conducted pursuant to this Agreement and other surveys conducted at JPG.

F. The essential purpose of the CRMP will be to establish processes for integrating the preservation and use of historic properties with the mission and programs of the Army in a manner appropriate to the nature of the historic properties involved, the nature of JPG, and the nature of the Army's mission, programs, and planning processes at JPG.

G. In order to facilitate such integration, the CRMP, including all maps and graphics, will be made consistent with the database management system and planning system employed by JPG.

H. The CRMP need not be a single document, and appropriate elements of the CRMP should be maintained in electronic media compatible with JPG's information management system.

I. The CRMP will include the following elements:

a. An explanation of the basis upon which the CRMP is being prepared.

b. An introduction to the organization and use of the various sections of the CRMP.

- c. A synthesis of available data on the history, prehistory, architecture, architectural history, and ethnography of JPG and its surrounding area, to provide a context in which to evaluate and consider alternative treatment strategies for different classes of historic properties.
- d. A database, expandable as more information becomes available, that includes:
- i. Descriptions of all properties within JPG that are known or thought to meet the National Register criteria (36 CFR 60.4);
 - ii. Descriptions of all properties that have been identified and subjected to data recovery prior to their disturbance, whether or not such disturbance has in fact occurred;
 - iii. Descriptions of all properties that have been identified and determined not to meet any of the National Register criteria; and
 - iv. Information on lands subjected to historic properties surveys, together with reports of such surveys and their results.
- e. Projections of the distribution and nature of historic properties that may exist on Proving Ground lands, based on the synthesis and database, 'together with an estimate of the accuracy of the projections, and mechanisms for testing, refining, and verifying the projections to the extent needed through field survey and other further research.
- f. Procedures for the identification and evaluation of historic properties that may be affected by Army activities at JPG, providing for identification and evaluation to take place in a timely manner during the planning of any actions that might affect historic properties.
- g. Procedures for the management of historic properties within JPG, including but not limited to:
- i. Procedures for the use of historic properties for agency purposes or the purposes of others, in a manner that does not cause significant damage to or deterioration of such properties, with reference to the Section 110 Guidelines, Section 110(a)(1), Discussion (b); .
 - ii. Procedures for affirmatively preserving historic properties, with reference to the Section 110 Guidelines, Section 110(a)(1), Discussion (c);
 - iii. Procedures for the maintenance of historic properties, with reference to the Section 110 Guidelines, Section 110(a) (2), Discussion (d)(1)(i);
 - iv. Procedures for the avoidance or mitigation of adverse effects on historic properties, with reference to the Section 110 Guidelines, Section 110(a)(2), Discussion (d)(1)(iii) that ensure the Army's compliance with Section 106 of the National Historic Preservation Act without necessarily adhering to the procedural steps and standards set forth at 36 CFR 800 or in Chapter 3 of AR 420-40; and
 - v. Procedures for consulting with relevant parties during implementation of the CRMP, with reference to the Section 110 Guidelines, Part III, and specifically

identifying circumstances under which the SHPO, or other interested parties, will be consulted, and outlining how such consultation will be initiated and carried out.

h. An explanation of how the activities at the installation will comply with the Native American Graves Protection and Repatriation Act, Public Law 101-601, including

i. A discussion of the known or probable locations of Native American cultural items, as that term is defined in the Native American Graves Protection and Repatriation Act;

ii. A discussion of the known or probable nature of those Native American cultural items;

iii. Assuming discovery, study, or removal is necessary to proceed with or is part of a planned activity, a discussion of why it is necessary to search for, study, or remove the Native American cultural items from the location of the planned activity;

iv. Who will obtain any necessary permits under Section 4 of the Archeological Resources Protection Act of 1979, 16 U.S.C. 470aa, et seq.;

v. What (if any) Indian tribe will be consulted prior to the planned excavation or removal;

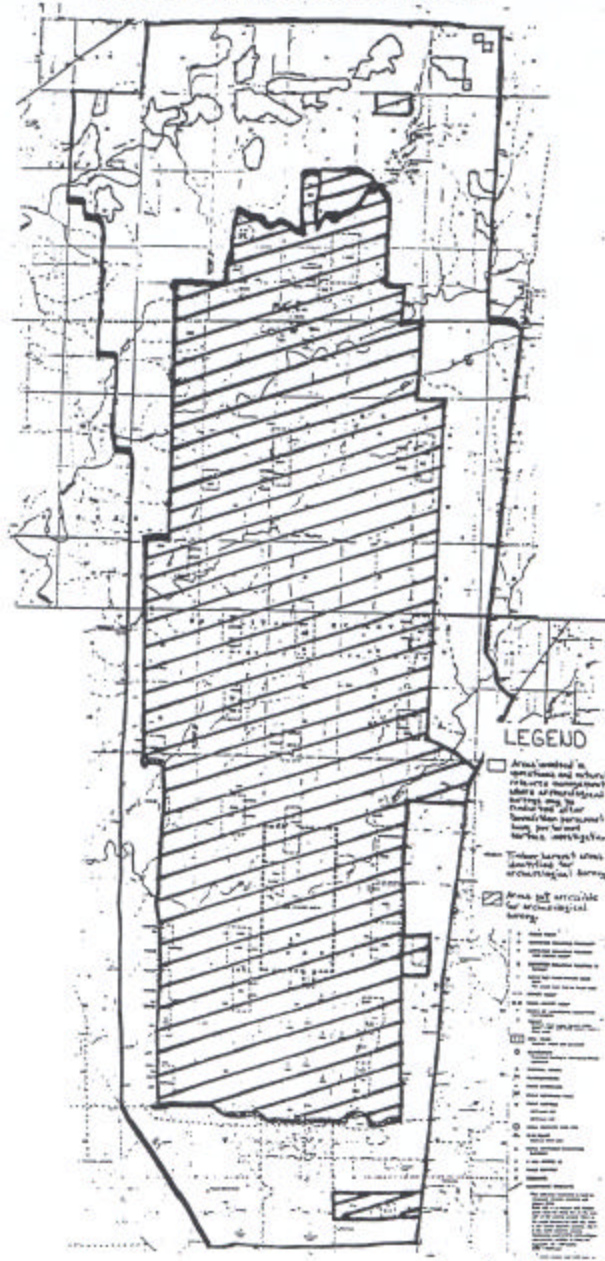
vi. What disposition will be made of the excavated or removed items; and,

vii. What will constitute proof of consultation under e. above.

ATTACHMENT B:
KNOWN HISTORIC STRUCTURES AT JPG

Building 485	"Old Timbers Lodge"
Building 401	"Oakdale School"
Bridge 17	"Stone Bridge"
Bridge 25	"Stone Bridge"
Bridge 27	"Stone Bridge"
Bridge 28	"Stone Bridge"

MAP SHOWING LOCATION OF HEAVILY DISTURBED AND/OR CONTAMINATED
AREAS AT JEFFERSON PROVING GROUND AS WELL AS SHOWING
AREAS OF ARCHEOLOGICAL SENSITIVITY



**ATTACHMENT D:
STANDARD PRESERVATION COVENANT FOR ARCHEOLOGICAL SITE**

In consideration of the conveyance of the real property that includes the [name of archeological site] located in the County of [name], State of Indiana, which is more fully described as: [Insert legal description], [Name of property recipient] hereby covenants on behalf of [himself/herself/itself], [his/her/its] heirs, successors, and assigns at all times to the United States Department of the Army and the Indiana State Historic Preservation Officer to maintain and preserve the [name of archeological site] as follows:

1. No disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken on [name of archeological site] which would affect the physical integrity of the [name of archeological site] without the express prior written permission of the Indiana State Historic Preservation Officer, signed by a fully authorized representative thereof. Should the Indiana State Historic Preservation officer require, as a condition of the granting of such permission, that the [name of recipient] conduct archeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on the [name of archeological site], the [name of recipient] shall at (his/her/its) own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 44734-37) and such standards and guidelines as the Indiana State Historic Preservation Officer may specify, including but not limited to standards and guidelines for research design, conduct of field work, conduct of analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and reinterment of human remains.

2. [Name of recipient] shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing the [name of archeological site], and shall promptly report any such disturbance to the Indiana State Historic Preservation Officer.

3. The Indiana State Historic Preservation Officer shall be permitted at all reasonable times to inspect [name of archeological site] in order to ascertain if the above conditions are being observed.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Indiana State Historic Preservation Officer may, following reasonable notice to [name of recipient], institute suit to enjoin said violation or to require the restoration of [name of archeological site]. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.

5. [Name of recipient] agrees that the Indiana State Historic Preservation Officer may at his discretion, without prior notice to [name of recipient], convey and assign all or part of its rights and responsibilities contained herein to a third party.

6. This covenant is binding on [name of recipient], his/her/its heirs, successors, and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by [name of recipient] verbatim or by express reference in any deed or other legal instrument by which [he/she/it] divests [himself/herself/itself] of either the fee simple estate or any other lesser estate in [name of archeological site] or any part thereof.

7. The failure of the Indiana State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting

the exercise of any other right or remedy or the use of such right or remedy at any other time.

The covenant shall be a binding servitude upon the real property that includes the [name of archeological site] and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that (name of recipient] agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth..

ATTACHMENT E:

DATA RECOVERY STANDARDS

1. Archeological data recovery shall be carried out in accordance with a data recovery plan developed in consultation with the Indiana SHPO. The data recovery plan shall be consistent with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 44734-37) and pertinent standards and guidelines of the Indiana SHPO, and shall take into account the Council's publication, Treatment of Archeological Properties (Advisory Council on Historic Preservation, [draft] 1980), subject to any pertinent revisions the Council may make in the publication prior to completion of the data recovery plan. The plan shall specify, at a minimum:

- a. The property, properties, or portions of properties where data recovery is to be carried out;
- b. Any property, properties, or portions of properties that will be transferred without data recovery, and the rationale for doing so;
- c. The research questions to be addressed through the data recovery, with an explanation of their relevance and importance;
- d. The field work methods to be used, with an explanation of their relevance to the research questions;
- e. The methods to be used in analysis, with an explanation of their relevance to the research questions;
- f. The methods to be used in data management and dissemination of data, including a schedule;
- g. The manner in which recovered materials will be disposed of, in a manner consistent with Indiana State law regarding disposition of archeological materials and recovered human remains;
- h. The manner in which field notes and other records of field work and analysis will be preserved and disposed of;
- i. The methods to be used to involve the interested public in the data recovery;
- j. The methods to be used in disseminating results of the work to the interested public;
- k. The methods by which interested Native American groups or others with special interests in the property, if any, will be kept informed of the work and afforded the opportunity to participate; and
- k. The schedule for the submission of progress reports and final reports to the Indiana SHPO and others.

2. Records of data recovery field work and analysis shall be retained in an archive or other curatorial facility approved by the Indiana SHPO and disseminated as appropriate to facilitate research and management without unduly endangering historic properties.

3. Material recovered from data recovery projects shall be curated in accordance with 36 CFR Part 79, except that human remains and artifacts associated with graves shall be treated in conformance with Indiana State law.

ATTACHMENT F:

STANDARD COVENANT FOR REAL PROPERTY THAT MAY CONTAIN ARCHEOLOGICAL SITES

In consideration of the conveyance of certain real property, hereinafter referred to as the [parcel designation located in the County of (name), State of Indiana, which is more fully described as: [insert legal description], [name of property recipient] hereby covenants on behalf of [himself/herself/itself], (his/her/its) heirs, successors, and assigns at all times to the United States Department of the Army and the Indiana State Historic Preservation Officer to protect archeological resources by carrying out measures as follows:

1. No disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken on [parcel designation] which might affect the physical integrity of archeological sites without first conducting an intensive survey as defined in the Secretary of the Interior's Standards and Guidelines for Identification (48 FR 44720-23) and in accordance with applicable State Historic Preservation Officer guidelines, of the area subject to such disturbance or other effect, in consultation with the Indiana State Historic Preservation Officer, providing the Indiana State Historic Preservation Officer with a report of the survey acceptable to the Indiana State Historic Preservation Officer, and complying with Paragraph 3 hereunder should this survey result in the identification of an archeological site.

2. Should the survey carried out pursuant to Paragraph 1 result in a determination, concurred in by the Indiana State Historic Preservation Officer, that there are no archeological sites within the area subject to disturbance or other ~ effect, such disturbance or other effect may proceed and the requirements of this covenant may be removed with respect to the area surveyed, but will continue in force with respect to any unsurveyed lands within the [parcel designation].

3. Should the survey carried out pursuant to Paragraph 1 result in the identification of an archeological site, the [name of recipient] will request the opinion of the Indiana State Historic Preservation Officer as to whether the site is eligible for inclusion in the National Register of Historic Places. Should the Indiana State Historic Preservation Officer determine that the site is not eligible for inclusion in the National Register, the [name of recipient] may disturb or otherwise affect the site and the requirements of this covenant may be removed with respect to that site but will continue in force with respect to any other archeological sites and with respect to any unsurveyed lands within the [parcel designation]. Should the Indiana State Historic Preservation Officer determine that the site is eligible for inclusion in the National Register, the [name of recipient] shall comply with paragraphs 4 and 5 hereunder.

4. No disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken on any archeological site determined by the Indiana State Historic Preservation Officer to be eligible for inclusion in the National Register of Historic Places which would affect the physical integrity of such site without the express prior written permission of the Indiana State Historic Preservation Officer, signed by a fully authorized representative thereof. Should the Indiana State Historic Preservation Officer require, as a condition of the granting of such permission, that the [name of recipient] conduct archeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on the archeological site, the [name of recipient] shall at [his/her/its] own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 44734-37) and such standards and guidelines as

the Indiana State Historic Preservation Officer may specify, including but not limited to standards and guidelines ,for research design, conduct of field work, conduct of analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and reinterment of human remains.

5. [Name of recipient] shall make every reasonable , effort to prohibit any person from vandalizing or otherwise disturbing any archeological site determined by the Indiana State Historic Preservation Officer to be eligible for inclusion in the National Register of Historic Places, and shall promptly report any such disturbance to the Indiana State Historic Preservation Officer.

6. The Indiana State Historic Preservation Officer shall be permitted at all reasonable times to inspect [parcel designation] in order to ascertain if the above conditions are being observed.

7. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Indiana State Historic Preservation Officer may, following reasonable notice to [name of recipient], institute suit to enjoin said violation or to require the restoration of any archeological site affected by such violation. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.

8. [Name of recipient] agrees that the Indiana State Historic Preservation Officer may at his discretion, without prior notice to [name of recipient], convey and assign all or part of its rights and responsibilities contained herein to a third party.

9. This covenant is binding on [name of recipient], [his/her/its] heirs; successors, and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by [name of recipient] verbatim or by express reference in any deed or other legal instrument by which [he/she/it] divests [himself/herself/itself] of either the fee simple title or any other lesser estate in [parcel designation] or any part thereof.

10. The failure of the Indiana State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

The covenant shall be a binding servitude upon the real property that includes the [parcel designation] and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that [name of recipient] agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

ATTACHMENT G:

STANDARD PRESERVATION COVENANT

1. In consideration of the conveyance of certain real property, hereinafter referred to as [name of property], located in the County of [Name], State of Indiana, which is more fully described as: Insert legal description], [Name of property recipient] hereby covenants on behalf of himself/herself/itself], (his/her/its] heirs, successors, and assigns at all times to the United States Army and the Indiana State Historic Preservation Officer to preserve and maintain (name of property) in accordance with the recommended approaches in the Secretary of the Interiors Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service, 1983) in order to preserve and enhance those qualities that make [name of property] eligible for inclusion in the National Register of Historic Places.

2. No construction, alteration, remodeling or any other thing shall be undertaken or permitted to be undertaken on [name of property] which would affect the integrity or the appearance of [name of property] without the express prior written permission of the Indiana State Historic Preservation Officer, signed by a fully authorized representative thereof.

3. The Indiana State Historic Preservation Officer shall be permitted at all reasonable times to inspect [name of property] in order to ascertain if the above conditions are being observed.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Indiana State Historic Preservation Officer may, following reasonable notice to [name of recipient], institute suit to enjoin said violation or to require the restoration of [name of property]. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.

5. [Name of recipient] agrees that the Indiana State Historic Preservation Officer may at its discretion, without prior notice to [name of recipient], convey and assign all or part of its rights and responsibilities contained herein to a third party.

6. This covenant is binding on (name of recipient), [his/her/its] heirs, successors, and assigns for fifty (50) years from the date of this instrument. Restrictions, stipulations, and covenants contained herein shall be inserted by [name of recipient] verbatim or by express reference in any deed or other legal instrument by which [he/she/it] divests (himself/herself/itself] of either the fee simple title or any other lesser estate in (name of property] or any part thereof.

7. The failure of the Indiana State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

The covenant shall be a binding servitude upon [name of property] and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that [name of recipient] agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

ATTACHMENT H
AMENDMENT FORM

AMENDMENT #

DATE:

MEMORANDUM OF AGREEMENT

BETWEEN THE DEPARTMENT OF THE ARMY,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE INDIANA STATE HISTORIC PRESERVATION OFFICER
CONCERNING CLOSURE OF JEFFERSON PROVING GROUND

1. Need for Amendment:

[Describe briefly]

2. Amendment:

[Specify]

By:

Date:

Executive Director

DEPARTMENT OF THE ARMY

By:

Date:

Commander, Jefferson Proving Ground

By:

Commander, U.S. Army Test and Evaluation Command

Chief

Date:

of Staff ..
U.S. Army Materiel
Command

By:
Deputy Assistant Secretary of the Army
for Installations and Housing

Date:

INDIANA STATE HISTORIC PRESERVATION OFFICER

By:
State Historic Preservation Officer

Date.

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